



Cassiltoun

Housing Association

PET POLICY AND PROCEDURE

Date Approved	Proposed Review Date
November 2019	November 2022
Chair Person/Office Bearers Signature:	

CASSILTOUN HOUSING ASSOCIATION LIMITED
59 Machrie Road, Castlemilk, Glasgow G45 0AZ

Registered Scottish Charity SC 035544

Pet Policy

1. Background

The Association recognises that tenants have the right to keep a pets within their home, provided that they are looked after, do not cause nuisance/disturbance to neighbours and do not cause a health/hygiene risk

This Policy supports and is line with the Association's Scottish Secure Tenancy agreement and the Tenant's Handbook and details the grounds under which tenants will be allowed to keep pets and the action that will be taken if tenants fail to meet their obligations.

2. Tenants' Rights and Responsibilities

2.1 Tenants have the right , subject to the conditions below, to keep a **maximum** of two domestic pets as stipulated in Section 2.6 of the Tenancy Agreement, provided that they have first received written permission. (Application form attached at Appendix 2) A domestic pet is:

- Dog
- Cat
- Fish
- Bird (caged)
- Rodent (e.g. hamster, gerbil, rat or mouse)
- Small non-venomous reptile (e.g. terrapin, tortoise)
- Non-venomous insect or amphibian (e.g. newt)
- Rabbit

You should have no more than 1 or 2 pets depending on size and type of animal. The association will not allow you to keep pigeons either in your home, garden or backcourt the erection of a pigeon loft is prohibited. The keeping of pets on a balcony will not be permitted. Permission must be requested for large fish tanks especially where the tenant lives in a flatted property.

Permission will not be granted for a tenant to keep livestock or farm animals, for example sheep, goats, pigs, cattle, horses, chickens, ducks etc.

2.2 Tenants are not allowed to keep any dog prohibited under the Dangerous Dogs Act 1991. These currently include:-

- Pit Bull Terrier
- Dogo Argentino
- Fila Brasileiro
- Japanese Tosa

The Act also extends to any dog which appears to be a cross of these four breeds.

2.3 Tenants will be held responsible for the behaviour of any pets owned by, living with or visiting them.

They will be expected to take all reasonable steps to supervise and keep such pets under control and ensure that they do not cause nuisance to neighbours or deterioration to the condition of the property, common parts or the surrounding neighbourhood. This includes fouling, smell and noise from the animal. The Association will recharge the tenant for any costs incurred by them as a result of damage caused or the cost of cleaning up mess left by the animal.

2.4 Reasonable care must be taken to ensure that pets do not foul in a neighbour's property or within the vicinity of the house..

2.5 You must keep your dog on a lead at all times when outside your property and pick up after your dog at all times. Any incident where you do not pick up after your dog will be reported to Glasgow City Council who have the power to issue on the spot fines.

3. Process in the Event of Complaints being Received

3.1 If the Association witnesses or receives complaints regarding a failure to comply with the terms of this policy a member of the Operations Team will raise the concerns in person with the tenant to make them aware of their responsibilities and the action that will be taken if they fail to comply.

3.2 Should the tenant fail to take the appropriate action, the Association will write out to the tenant to formally inform them that they are in breach of their Tenancy Agreement and inform them of the consequences of continued failure to comply.

3.3 In the event of continued failure to comply with the conditions of this Policy and the tenant's Scottish Secure Tenancy Agreement, a final written warning will be issued advising the tenant the Association will withdraw it's permission for the tenant to keep pets should there be any more breaches.

3.4 The Association will only withdraw the tenant's right to keep pets as a last resort and will do everything possible to allow tenants to continue to keep pets.

3.5 If, after the final warning has been issued the Association continues to receive complaints or to witness further failure to comply with the above conditions the

Association will withdraw the tenant's right to keep pets and require the tenant to have the pet(s) removed.

- 3.6 The tenant will be required to have the pet(s) removed from the property within 7 days of permission being withdrawn.
- 3.7 The withdrawal of permission will remain in place until such times as the Association is satisfied that the tenant has taken all reasonable steps to tackle the issues raised and to ensure that no further problems are likely to arise.

4. Animal Neglect or Cruelty

In the case of animal neglect or abuse the Association will contact animal welfare organisations for example the SSPCA and if deemed necessary Police Scotland.

5. Legal Procedure

- 5.1 The Association will take Legal Action if a tenant fails to remove a pet from their property when instructed to do so due to permission to keep a pet being withdrawn.
- 5.2 A Notice of Proceedings for Recovery of Possession will be issued for a breach of tenancy conditions.
- 5.3 Once the Notice of Proceedings for Recovery of Possession becomes live if the pet(s) has still not been removed from the property the case will be referred to the Association's solicitor for court action to be raised.

6. Appeals Procedure

Any applicant unhappy about a decision relating to this policy and or the removal of a pet must submit a written appeal to the Housing Manager (Services) within 28 days of receiving the decision.

The Housing Manager (Services) will review the appeal and provide the applicant with the result of their decision in writing.

If the applicant is still dissatisfied, recourse can be sought through the Association's Complaints Policy and Procedure.

7. Equal Opportunities Statement

We recognise our pro-active role in valuing and promoting diversity, fairness, social justice and equality of opportunity by adopting and promoting fair policies and procedures. We will check this policy and associated procedures regularly for their equal opportunity implications, taking appropriate action to address inequalities likely to result or resulting from implementation of the policy and procedures. We are committed to providing fair and equal treatment to all applicants and tenants and will not discriminate against any on the grounds of race, colour, ethnic or national origin,

religion, age, gender sex, sexual orientation, marital status, family circumstances, employment status or physical ability.

8. Processing Information – General Data Protection Regulations

Cassiltoun Housing Association will process information and data contained within the Housing Applications in accordance with its Policies and Procedures relating to the General Data Protection Regulations and all applicants will be issued with a Fair Processing Notice.

All staff members will be made aware of their responsibilities in relation to the General Data Protection Regulations and will be trained in the process that the Association has introduced to ensure compliance with GDPR.

9. Policy Review

This Policy will be reviewed on a 3 yearly basis or earlier if legislation changes to ensure that its aims are being met.

Date

Dear

Request to keep a pet

Further to your letter requesting permission to have a pet within your tenancy, please find enclosed an application which you should complete and return to this office at your earliest convenience.

I trust the above is of assistance to you.

Yours sincerely

Clare MacLean
Housing Manager (Services)

Appendix 1 A

Application to Keep a Pet

Name:

Address:

Telephone:

Please provide details of everyone currently living in your tenancy:

Name	Date of Birth	Relationship to you

Please provide details of any pet(s) currently in your home. (Please note that permission will only be granted for a maximum of two pets:

Animal	Breed	Age

Please provide details of pet(s) that you are requesting permission for.

Animal	Breed	Age

It is the tenant’s responsibility to ensure that all pets must be properly cared for and not cause nuisance to your neighbours.

Signed (Tenant)

Signed (Joint Tenant)

Dated:

Appendix 2

Date

Dear

I write to acknowledge receipt of your application to have a pet within your home.

I will contact you again within 7 days to advise you of our decision.

Yours sincerely

Clare MacLean
Housing Manager (Services)

Appendix 3

Date

Dear

Request to have a pet within your Tenancy

Thank you for submitting the application to have a pet within your tenancy.

I write to confirm that this request has been approved and you have permission to have (Insert pet details) within your home.

I would remind you that it is your responsibility to ensure that in having a pet within your home, you keep to the terms of your tenancy agreement.

Yours sincerely

Clare MacLean
Housing Manager (Services)

Date

Dear

Request to have a pet within your Tenancy

Thank you for submitting the application have a pet within your tenancy.

I write to confirm that this request has now been considered and unfortunately has been refused for the following reasons:

.....
.....
.....

If you wish to appeal against this decision you can in the first instance contact me within 28 days regarding this. If you are still dissatisfied after this you have recourse through the Association's Complaints Policy and Procedure a copy of which will be provided to you.

I trust all of the above is of assistance to you.

Yours sincerely

**Clare MacLean
Housing Manager (Services)**